

1 BILL NO. S-85-07-08

2 SPECIAL ORDINANCE NO. S- 138-85

3 AN ORDINANCE approving Water Contract
4 85-W-4 - Repairing and Repainting
5 Redwood-Chestnut Water Tower, by the
6 City of Fort Wayne by and through its
7 Board of Public Works and Safety and
8 Neumann Company Contractors, Inc.

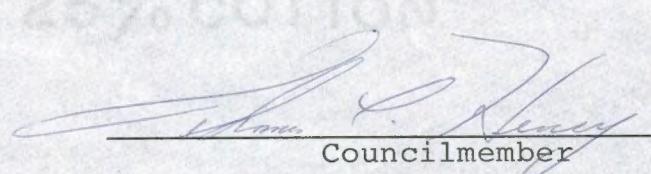
9
10 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
11 THE CITY OF FORT WAYNE, INDIANA:

12 SECTION 1. That annexed Water Contract 85-W-4 - Re-
13 pairing and Repainting Redwood-Chestnut Water Tower, between the
14 City of Fort Wayne, Indiana, by and through its Mayor and the
15 Board of Public Works and Safety, and Neumann Company Contractors,
16 Inc., for:

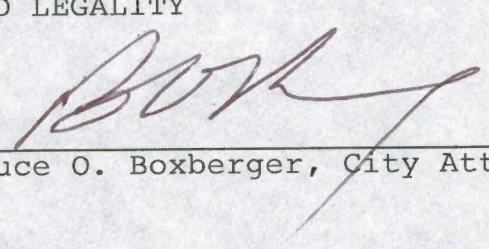
17 Repairing and Repainting Redwood-
18 Chestnut Water Tower;

19 involving a Contract price of One Hundred Sixty-Seven Thousand
20 Seven Hundred and No/100 Dollars (\$167,700.00), all as more parti-
21 cularly set forth in said Contract, and which is on file with the
22 Office of the Board of Public Works and Safety and is, by reference,
23 incorporated herein, made a part hereof, and is hereby in all
24 things ratified, confirmed, and approved. Two (2) copies of said
25 Contract are on file with the Office of the City Clerk and are
26 available for public inspection.

27 SECTION 2. That this Ordinance shall be in full force
28 and effect from and after its passage, and any and all necessary
29 approval by the Mayor.

30 
31 Councilmember

32 APPROVED AS TO FORM
33 AND LEGALITY

34 
35 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Henry, seconded by Delano, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne Indiana, on the 19th, the 19 day of July, at 10:00 o'clock A.M., E.S.T.

DATE: 7-9-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry, seconded by Delano, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>1</u>	<u>1</u>		<u>1</u>	
<u>BRADBURY</u>	<u>✓</u>				
<u>BURNS</u>		<u>✓</u>			
<u>EISBART</u>	<u>✓</u>				
<u>GiaQUINTA</u>	<u>✓</u>				
<u>HENRY</u>	<u>✓</u>				
<u>REDD</u>	<u>✓</u>				
<u>SCHMIDT</u>	<u>✓</u>				
<u>STIER</u>				<u>✓</u>	
<u>TALARICO</u>	<u>✓</u>				

DATE: 7-23-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 1-138-85
on the 23rd day of July, 1985.

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of July, 1985, at the hour of 11:30 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 24th day of July, 1985, at the hour of 4:00 o'clock P.M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

AWARD OF CONTRACT

PROJECT: REPAIRING & REPAINTING REDWOOD-CHESTNUT WATER TOWER

CONTRACT # 85-W-4

CONTENTS

RESOLUTION #

Check if contained

Pages

Prompt Payment Discount (See General Provisions Clause)	10 Calendar Days _____ %	20 Calendar Days _____ %	30 Calendar Days _____ %	Other _____ %
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CONTRACT AMOUNT \$ 167,700. *

* See S-3, S-4, S-5

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS AND SAFETY

David Furt

Posette R. Gatto

Barbara D. Condeca

CITY OF FORT WAYNE
MAYOR

waterfall

1/26/8

Date: 6/26/05

O.C. 4/85
B.O.W.

NOTE: AWARD WILL BE MADE ON THIS FORM

SCHEDULE

Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

REPAIRING AND REPAINTING OF THE REDWOOD-CHESTNUT WATER TOWER - CONTRACT NO.

85-W-4

All work will be performed in accordance with: CONTRACT: #85-W-4, the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of \$ 157,700.00. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 135 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before ____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of \$_____ per day for each and every day after ____ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of \$_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

in submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this 22nd day of May, 19 85.

FIRM NAME Neumann Company Contractors, Inc.

BY: Walt Neumann

Neumann Company Contractors, Inc.

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 22nd day of May, 19 85.

Neumann Company Contractors, Inc.

NAME OF CORPORATION

BY: Walt Neumann

PRESIDENT

ATTEST:

Arthur R. Pudwell

SCHEDULE - UNIT PRICES
CONTRACT NO. 85-W-4

BID ITEMS

Bid Item Number 1:

Repainting City of Fort Wayne's 1,000,000 gallon Redwood-Chestnut Tank using the complete blasting and the polyurethane system as outlined in the Detailed Technical Specifications.

One Hundred Fifty Seven Thousand Seven
Hundred dollars and no cents.

\$ 157,700.00 *

Bid Item Number 2:

Pit Filling: Submerged Surfaces: If directed by the ENGINEER, the CONTRACTOR shall fill pits over 3/32" deep with solventless epoxy-polyamide seam sealer of the type recommended by the supplier of the interior paint system. The use of more or less than one (1) gallon of seam sealer for use in the pits is to be included in the CONTRACTOR'S base proposal. Any more or less pit filling shall be adjusted for by the following unit price per gallon:

Five Hundred Dollars per gallon.

dollars and no cents.

\$ 500.00

Bid Item Number 3:

Pit Welding: The CONTRACTOR shall repair by welding any pits 1/8" deep or deeper which shall be marked by the INSPECTOR after the initial sandblasting of the area in question. The welding of one-hundred (100) square inches of pits is to be included in the CONTRACTOR'S base proposal. Any more or less pit area filled shall be adjusted for by the following unit price per square inch:

Four Dollars per square inch

dollars and no cents.

\$ 4.00

Bid Item Number 4:

Seam Welding: The CONTRACTOR shall repair by welding any seam corrosion or undercut 1/16" deep or deeper which shall be marked by the INSPECTOR after the initial sandblasting of the area in question. The welding of one hundred (100) linear feet of seams is to be included in the CONTRACTOR'S base proposal. Any more or less seam length filled shall be adjusted for by the following unit price per linear foot:

Twelve Dollars per foot.

dollars and cents.

\$ 15.00

Bid Item Number 5:

Riser Ladder: To bring the riser ladder into compliance, it shall be removed and replaced with one with 16" minimum clearance between siderails, 3/4" diameter rungs at 12" c/c and 2 $\frac{1}{2}$ " x 3/8" siderails. Toe clearance from the center of the rung to the riser shall be 8" minimum. This item is not included in the base bid, but is included in Bid Item Number 5. The ladder shall be installed for the following additional price:

Four Thousand

dollars and cents.

\$ 40 00.00

Bid Item Number 6:

Roof Railing: The CONTRACTOR shall furnish and install a 42" high handrail enclosing the roof vent and roof manhole as described in Section DTS E-13. This item shall not be in the base, proposal, but shall be included for the following additional price:

THREE THOUSAND

dollars and cents.

\$ 3000.00

Bid Item Number 7:

Ladder Saf-T-Climb: As an alternate proposal the CONTRACTOR shall furnish and install a tubular notched galvanized rigid rail safe climbing device on the riser and access tube (both sides) ladders in accordance with Section DTS E-15. These items shall not be in the base, proposal, but shall be included for the following additional price:

THREE Thousand

dollars and no cents.

\$ 3000.00

Bid Item Number 8:

It is felt that the preceding specifications adequately describe the work to be performed, however, in the event that during the course of the work it is found that additional work is required and it is authorized in writing by the ENGINEER and the OWNER, this work shall be paid for as bid under Bid Item Number 8 at the following price per single manhour, including all welding equipment, normal rigging, labor, equipment, supplies, overhead, insurance, and profit:

7.50 Dollars per man hour.

dollars and no cents.

\$ 50.00

* BASE BID INCLUDES 20 hrs of grinding. ANY ADDITIONAL man hours of grinding TO BE CONSIDERED EXTRA AND charged AT THE RATE OF \$50.00 / man hour.

Walt Stewart

GREAT AMERICAN INSURANCE COMPANY

OHIO

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document No. A311 (February, 1970 Edition)
 THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE
 OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)
 NEUMANN COMPANY CONTRACTORS, INC.

8223 SOUTH HARLEM AVENUE

BRIDGEVIEW, ILLINOIS 60455

as Principal, hereinafter called Principal, and, (Here insert full name and address or legal title of Surety)

GREAT AMERICAN INSURANCE COMPANY

580 Walnut Street, Cincinnati, Ohio 45202

as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)
 THE CITY OF FORT WAYNE, INDIANAas Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of
 ONE HUNDRED SIXTY SEVEN THOUSAND SEVEN HUNDRED AND NO/100

(here insert a sum equal to at least one-half of the contract price)

Dollars (\$

167,700.00

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated JUNE 26 19 85, entered into a contract with Owner for
 REPAIRING & REPAINTING REDWOOD-CHESTNUT WATER TOWER

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant: a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or

furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

24TH

day of JUNE

1985

Diane Miller
(Witness)

Diane Martin
(Witness)

NEUMANN COMPANY CONTRACTORS, INC.

(Principal)

(Seal)

BY: Walter Neumann Jr.
Walter Neumann Jr. -President

GREAT AMERICAN INSURANCE COMPANY

BY: Walter K. Russell
(Title)

(Seal)



GREAT AMERICAN INSURANCE COMPANY

OHIO

PERFORMANCE BOND

The American Institute of Architects,
AIA Document No. A311 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)
NEUMANN COMPANY CONTRACTORS, INC.

8223 SOUTH HARLEM AVENUE

BRIDGEVIEW, ILLINOIS 60455

as Principal, hereinafter called Contractor, and, (Here insert full name and address or legal title of Surety)

GREAT AMERICAN INSURANCE COMPANY

580 Walnut Street, Cincinnati, Ohio 45202

as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

THE CITY OF FORT WAYNE, INDIANA

as Obligee, hereinafter called Owner, in the amount of

ONE HUNDRED SIXTY SEVEN THOUSAND SEVEN HUNDRED DOLLARS AND NO/100
\$167,700.00 Dollars (\$),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated JUNE 26 19 85, entered into a contract with Owner for
REPAIRING AND REPAINTING REDWOOD-CHESTNUT WATER TOWER

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for

Signed and sealed this 24TH day of

a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

JUNE

19 85

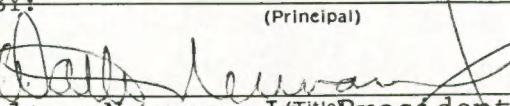
NEUMANN COMPANY CONTRACTORS, INC.

Diane Miller

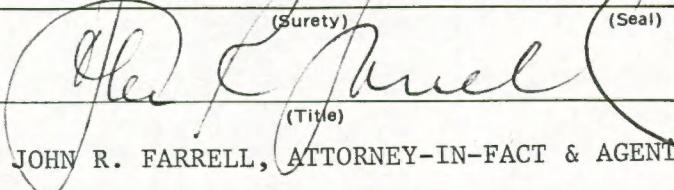
(Witness)

Diane Martin

(Witness)

BY: _____ (Principal) (Seal)

Walter Neumann Jr. President

GREAT AMERICAN INSURANCE COMPANY

(Surety) (Seal)

(Title)
JOHN R. FARRELL, ATTORNEY-IN-FACT & AGENT

1000

TITLE OF ORDINANCE Water Contract 85-W-4 for Repairing and Repainting Redwood-Chestnut

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE Water Contract 85-W-4 is for Repairing and Repainting Redwood-

Chestnut Water Tower - Neumann Company Contractors, Inc. is the Contractor.

EFFECT OF PASSAGE Repair & repainting of above water tower.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$167,700.00

ASSIGNED TO COMMITTEE

BILL NO. S-85-07-08

REPORT OF THE COMMITTEE ON

CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (RESOLUTION) approving Water Contract
85-W-4 - Repairing and Repainting Redwood-Chestnut Water Tower, by the
City of Fort Wayne by and through its Board of Public Works and Safety
and Neumann Company Contractors, Inc.

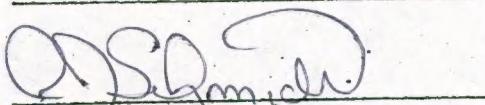
HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(RESOLUTION)

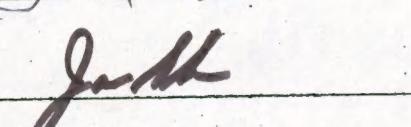
YES

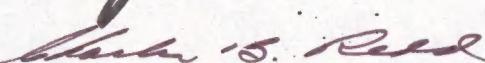
NO


THOMAS C. HENRY
CHAIRMAN


JANET G. BRADBURY
VICE CHAIRWOMAN


DONALD J. SCHMIDT


JAMES S. STIER


CHARLES B. REDD

CONCURRED IN 7-23-85


SANDRA E. KENNEDY
CITY CLERK